

**REMARKS**

Favorable reconsideration of the application is respectfully requested in light of the amendments and remarks herein.

Upon entry of this amendment, claims 1-39 will be pending. By this amendment, claims 1, 2, 5-7, 14, 19, 21, 26, 32, and 37 have been amended. No new matter has been added.

**§112 rejection of Claim 32**

Claim 32 is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as his invention. In particular, the examiner noted that there is insufficient antecedent basis for the limitation of “the device” in the claim.

Claim 32 is currently amended to address the rejection. Accordingly, Applicants respectfully request withdrawal of this rejection.

**§102 Rejection of Claims 1-18**

In Section 6 of the Office Action dated November 28, 2008 (“the Office Action”), claims 1-18 stand rejected under 35 U.S.C. §102(e) as being anticipated by Messerges *et al.* (U.S. Patent Pub. No. 20020157002; hereinafter referred to as “Messerges”).

Independent claim 1, as amended, recites a method of presenting content data as follows:

A method of presenting content data, comprising:

- a) receiving at a server device a present request indicating locked content data from a client

connected to a hub network,

wherein the server device is configured to set up the hub network including adding the client and the server device to the hub network,

wherein the server device is configured to function as a client in the hub network, and

wherein said locked content data is stored on the server device connected to the hub network;

- b) checking a license corresponding to said locked content data to determine if said license permits said client to present said locked content data,
- c) wherein said locked content data is a bound instance if said license permits presentation of said locked content data by said client connected to the hub network,
- d) wherein the bound instance of said locked content data and the license corresponding to said locked content data are bound to the hub network, and
- e) wherein said locked content data is changed to a discrete instance when said locked content data is to be moved to another server device bound to another hub network; and
- f) presenting said locked content data through a presentation component connected to said client when said locked content data is a bound instance.

Regarding limitation (a) of claim 1, it recites “receiving at a server device a present request indicating locked content data from a client connected to a hub network, wherein the server device is configured to set up the hub network including adding the client and the server device to the hub network, wherein the server device is configured to function as a client in the hub network, and wherein said locked content data is stored on the server device connected to the hub network”.

This limitation is disclosed in the specification that “[t]he PVR 105 is a media network compliant device, meaning that the PVR 105 operates according to the processes defined for a device that is a member of a hub network. The PVR 105 includes storage for storing copies of content (e.g., as electronic files stored on a hard disk) and is a server device. As a server device, the PVR 105 is the server for a hub network and can provide content to client devices that are members in the hub network. As a server, the PVR 105 also defines a local environment (not shown). In this example, the local environment for the PVR 105 is defined as a physical area relative to the position of the PVR 105 (e.g., determined by round trip packet timing or GPS information). The PVR 105 is also a client device. As a client device, the PVR 105 can render content directly or through a connected terminal device, such as through the connected television 110. As both a client and server device, the PVR 105 is a member of a hub network as the server for the hub network and as a client in the hub network. In Figure 1, the PVR 105 is marked with "HN1" to indicate that the PVR 105 is a client 30 device for hub network 1 (HN1).”

*(Specification of the Present Application, Page 4 lines 15-31).*

Further regarding limitation (a) of claim 1, the specification describes that “as a server device, the PVR 105 initially sets up the hub network HN1. The PVR 105 checks for other compliant devices connected to the PVR 105. Before adding a device as a member to the hub network HN1, the PVR 105 authenticates a device, confirming the identity of the device, and authorizes an authenticated device, confirming that the device is a compliant device. If the PVR 105 does not authenticate and authorize a device, the PVR 105 does not add that device to the hub network HN1. In Figure 1, the PVR 105 is the only compliant device. The PVR 105 adds itself to the hub network as the

server and as a client. The television 110 is not a compliant device, and so the PVR 105 does not add the television 110 as a member.”.” (*Specification of the Present Application, Page 5 lines 7-15*).

In addition, regarding limitation (a) of claim 1, the specification describes that “the locked content data is locked by being protected from unauthorized access, such as by encryption. A bound instance is bound to one hub network. The bound instance is one logical instance represented by locked content data and corresponding licenses stored on the server of the hub network and on zero or more of the clients of the hub network. The locked content data stored by the server is the source for copies of the content data in the hub network and is the "source version." Copies of the source version content data are stored on clients and are "sub-copy versions" (though some or all of the data in the discrete version, the source version, and/or any of the sub-copy versions can be the same).” (*Specification of the Present Application, Page 5 lines 26-31 and Page 6 lines 1-6*).

Limitation (a) of claim 1 has been amended to specify that the present request indicating locked content data is received at a server device from a client connected to a hub network. The amendment also emphasizes that the server device is configured to set up the hub network including adding the client and the server device to the hub network, that the server device is configured to function as a client in the hub network and that the locked content data is stored on the server device connected to the hub network. This is not the issue addressed by Messerges.

Messerges describes that a domain authority, in combination with a digital rights management module of a communication device, operates to selectively register and

unregister the communication device to the one or more domains and to control access to encrypted digital content. (See Messerges, Abstract). While the digital rights management module is included in the communication device that is a part of the domain, the domain authority is a separate and independent entity. The domain authority is primarily responsible for managing the communication devices in the domain while the digital rights management module of a communication device merely receives and transmits information to and from the domain. For example, in order to remove a device from the domain, the digital rights management module of a communication device transmits a removal request to the domain authority. In response to the request the communication device receives from the domain authority via the secure communications channel a command to remove the cryptographic key of the domain from the communication device. This is unlike the limitations of claim 1, where the server device is configured to set up the hub network including adding the client and the server device to the hub network and that the locked content data is stored on the server device connected to the hub network and that the server device is configured to function as a client in the hub network.

Further, Figure 2 illustrates that the domain authority is a separate remote entity with a communication device for communicating with the user or communication devices of the domain. Also Figures 4 and 10 illustrate that the domain authority is independent and separate from the communication devices or user devices in the domain. In fact, Messerges states that in the case of joining a domain, the user will visit the domain authority's website to obtain the domain private key and public key certificate (See Messerges, paragraph 54). Unlike the limitations of claim 1, where the "server device is

configured to set up the hub network including adding the client and the server device to the hub network, wherein the server device is configured to function as a client in the hub network,” the domain authority is setup to perform a specific roles including selectively adding the communication device to a domain having one or more communication devices that share a cryptographic key and thus permit the communication device to selectively receive and decrypt digital content based upon membership in the domain and to remove the communication device from the domain.

Further, Messerges fails to describe that any of the communication devices in the domain are configured to set up the domain including adding and removing communication devices to the domain.

Limitation (c) of claim 1 adds following: “wherein said locked content data is changed to a discrete instance when said locked content data is to be moved to another server bound to another hub network. Applicants submit that Messerges fails describe this limitation.

Based on the foregoing discussion regarding claim 1, claim 1 should be allowable over Messerges. Since independent claim 14 includes above-discussed relevant limitations for claim 1 in similar forms, claim 14 should also be allowable over Messerges. Since claims 2-13 and 15-18 depend from claims 1 and 14, respectively, claims 2-13 and 15-18 should also be allowable over Messerges.

Accordingly, it is submitted that the rejection of claims 1-18 based upon 35 U.S.C. §102(c) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claims 19-28

In Section 27 of the Office Action, claims 19-28 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Messerges in view of Russell *et al.* (U.S. Patent Pub. No. 20020069420; hereinafter referred to as “Russell”).

Based on the foregoing discussion regarding claim 1, and since independent claims 19 and 26 include above-discussed relevant limitations for claim 1 in similar forms, claims 19 and 26 should also be allowable over Messerges. Based on the foregoing discussion regarding claims 19 and 26, and since claims 20-25, and 27-28 depend from claims 19 and 26, respectively, claims 19- 28 should also be allowable over Messerges.

Further, Russell is merely cited for allegedly teaching “a copy request and copying said locked content data to produce a copy of said locked content data”. Thus, Messerges and Russell, individually or in combination, fail to teach or suggest all of the limitations of claims 19-28. Therefore, claims 19-28 should be allowable over Messerges and Russell.

Accordingly, it is submitted that the rejection of claims 19-28 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claims 29-38

In Section 38 of the Office Action, claims 29-38 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Messerges in view of Russell, and in further view of Peinado *et al.* (U.S. Patent Pub. No. 20030217011).

Based on the foregoing discussion regarding claim 1, and since independent claims 26 and 37 include above-discussed relevant limitations for claim 1 in similar forms, claims 26 and 37 should also be allowable over Messerges. Further, Russell is merely cited for allegedly teaching “a copy request and copying said locked content data to produce a copy of said locked content data”. Further, Peinado is merely cited for allegedly teaching that “a license store may be embodied in any other form so long as the license store performs the function of storing license in a location convenient for the DRM”. Thus, claims 26 and 37 should be allowable over the combination of Messerges, Russell and Peinado. Further, since claims 29-36 and 38 depend from claims 26 and 37, respectively, claims 29-36 and 38 should also be allowable over the combination of Messerges, Russell and Peinado.

Accordingly, it is submitted that the rejection of claim 29-38 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

#### Claim 39

Claim 39 is rejected in the Office Action Summary but not addressed in the discussions in the Office Action. Based on the foregoing discussion regarding claim 37, and since claim 39 depends from claim 37, claim 39 should also be allowable over Messerges in view of Russell and Peinado.



**Conclusion**

In view of the foregoing, applicants respectfully request reconsideration of claims 1-39 in view of the remarks and submit that all pending claims are presently in condition for allowance.

In the event that additional cooperation in this case may be helpful to complete its prosecution, the Examiner is cordially invited to contact Applicant's representative at the telephone number written below.

Respectfully submitted,

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